



June 16, 2020

Board of Public Works and Safety
City of Lafayette

Re: Change Order #1
Penguin Exhibit

Dear Board Members:

You have before you Change Order #1 for Mattcon General Contractors, Inc. regarding the penguin exhibit at Columbian Park Zoo.

Through the construction process, we have encountered some credits and additional expenses. They are listed as follows :

- | | |
|--|-----------------------------|
| • Site work performed by City of Lafayette | \$ 4,500.00-Deduction |
| • Color change for aluminum window | \$ 333.90-Addition |
| • Part change with actuators for fan louvers | \$ 473.80-Deduction |
| • Temporary HVAC and Ventilation for Winter Conditions | <u>\$12,000.00-Addition</u> |

Total addition: \$ 7,360.10

The total amount of Change Order #1 is \$7,360.10 (addition). The original contract amount with Mattcon General Contractors, Inc. is \$2,699,000.00. The new amended contract total is \$2,706,360.10.

The change order has been reviewed by the City Attorney and I recommend it for your approval.

Sincerely,

Claudine Laufman
Superintendent, Lafayette Parks and Recreation



PCCO #001

Project: 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

Prime Contract Change Order #001: Zoo change orders #1

TO:	City of Lafayette; Lafayette Parks and Recreation 1915 Scott St Lafayette, Indiana 47904	FROM:	Mattcon General Contractors, Inc. 5460 West 84th Street Indianapolis, Indiana 46268
DATE CREATED:	5/18/2020	CREATED BY:	David Brumagin (Mattcon General Contractors, Inc.)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:PENGUIN EXHIBIT, COLUM PRK ZOO Prime Contract	TOTAL AMOUNT:	\$7,360.10
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	Credits for site work provided by city		(\$4,500.00)
002	Aluminum Window Color Change		\$333.90
003	Work changes proposal request 2		(\$473.80)
006	CE #031 - Winter Conditions		\$12,000.00
Total:			\$7,360.10

CHANGE ORDER LINE ITEMS:

PCO # 001 : Credits for site work provided by city

#	Cost Code	Description	Type	Amount
1	50-1000 - MGC MARK UP	Install Silt Fence	Material	(\$750.00)
2	50-1000 - MGC MARK UP	Remove one tree	Material	(\$750.00)
3	50-1000 - MGC MARK UP	Asphalt Patch (trip charge)	Material	(\$2,000.00)
4	50-1000 - MGC MARK UP	Construction drive installation	Material	(\$1,000.00)
Subtotal:				(\$4,500.00)
Grand Total:				(\$4,500.00)

PCO # 002 : Aluminum Window Color Change

#	Cost Code	Description	Type	Amount
1	08-2000 - NEW CASTLE SC	Aluminum Window Color Change	Subcontract	\$300.00
Subtotal:				\$300.00
MGC O & P: 10.00% Applies to all line item types.				30.00
MGC Bond: 1.30% Applies to all line item types.				3.90
Grand Total:				\$333.90



PCCO #001

PCO # 003 : Work changes proposal request 2

#	Cost Code	Description	Type	Amount
1	26-1000 - GAYLOR SC	Credit for Actuator labor, raceway, and conductor materials	Subcontract	(\$248.80)
2	05-1000 - JL WALTER SC	Changes in Pipe framing	Subcontract	\$0.00
3	50-1000 - MGC MARK UP	Credit for actuators	Material	(\$225.00)
Subtotal:				(\$473.80)
Grand Total:				(\$473.80)

PCO # 006 : CE #031 - Winter Conditions

#	Cost Code	Description	Type	Amount
1	01-5160 - TEMPORARY HVAC & VENTILATION	Winter Conditions	Material	\$12,000.00
Subtotal:				\$12,000.00
Grand Total:				\$12,000.00

The original (Contract Sum)	\$2,699,000.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$2,699,000.00
The contract sum would be changed by this Change Order in the amount of	\$7,360.10
The new contract sum including this Change Order will be	\$2,706,360.10
The contract time will not be changed by this Change Order.	

Larry Livergood (Architectural Expressions, LLP)

113 Illini Dr
Forsyth, Illinois 62535

City of Lafayette; Lafayette Parks and Recreation

1915 Scott St
Lafayette, Indiana 47904

Mattcon General Contractors, Inc.

5460 West 84th Street
Indianapolis, Indiana 46268

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

**PCO #001**

Project: 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

Prime Contract Potential Change Order #001: Credits for site work provided by city

TO:	City of Lafayette; Lafayette Parks and Recreation 1915 Scott St Lafayette, Indiana 47904	FROM:	Mattcon General Contractors, Inc. 5460 West 84th Street Indianapolis, Indiana 46268
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - PENGUIN EXHIBIT, COLUM PRK ZOO Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	David Brumagin (Mattcon General Contractors, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	6/10/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Zoo change orders #1
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	(\$4,500.00)

POTENTIAL CHANGE ORDER TITLE: Credits for site work provided by city

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #002 - Credit for Misc site items

Credit includes work performed by city personnel that was included in Mattcon Scope of Work per the Contract Documents as follows:

Silt fence installation
Construction drive installation
Asphalt patch at Wallace road
(1) Tree removal per the civil demo plan

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	50-1000 - MGC MARK UP	Install Silt Fence	Material	(\$750.00)
2	50-1000 - MGC MARK UP	Remove one tree	Material	(\$750.00)
3	50-1000 - MGC MARK UP	Asphalt Patch (trip charge)	Material	(\$2,000.00)
4	50-1000 - MGC MARK UP	Construction drive installation	Material	(\$1,000.00)
Subtotal:				(\$4,500.00)
Grand Total:				(\$4,500.00)



PCO #001

**Larry Livergood (Architectural
Expressions, LLP)**

113 Illini Dr
Forsyth, Illinois 62535

**City of Lafayette; Lafayette Parks and
Recreation**

1915 Scott St
Lafayette, Indiana 47904

Mattcon General Contractors, Inc.

5460 West 84th Street
Indianapolis, Indiana 46268

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



PCO #002

Project: 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

Prime Contract Potential Change Order #002: Aluminum Window Color Change

TO:	City of Lafayette; Lafayette Parks and Recreation 1915 Scott St Lafayette, Indiana 47904	FROM:	Mattcon General Contractors, Inc. 5460 West 84th Street Indianapolis, Indiana 46268
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1 - PENGUIN EXHIBIT, COLUM PRK ZOO Prime Contract
REQUEST RECEIVED FROM:	Ryan Anderson (Architectural Expressions, LLP)	CREATED BY:	Tobin McClintic (Mattcon General Contractors, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	7/2/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Zoo change orders #1
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$333.90

POTENTIAL CHANGE ORDER TITLE: Aluminum Window Color Change

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #004 - Aluminum Window Color Change

- Cost change to provide window type "W1" in the Telegrey 1 color from the Impressive Color Line.

ATTACHMENTS:

[Architect approval.pdf](#) [Newcastle glass CO #01.pdf](#) [Aluminum Window Color RFP.pdf](#)

#	Cost Code	Description	Type	Amount
1	08-2000 - NEW CASTLE SC	Aluminum Window Color Change	Subcontract	\$300.00
Subtotal:				\$300.00
MGC O & P: 10.00% Applies to all line item types.				\$30.00
MGC Bond: 1.30% Applies to all line item types.				\$3.90
Grand Total:				\$333.90

Larry Livergood (Architectural Expressions, LLP)
113 Illini Dr
Forsyth, Illinois 62535

City of Lafayette; Lafayette Parks and Recreation
1915 Scott St
Lafayette, Indiana 47904

Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, Indiana 46268

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*

Penguin Exhibit
Columbian Park Zoo
1915 Scott Street
Lafayette, IN 47904

PROPOSAL REQUEST NUMBER: 001

DATE OF ISSUANCE: July 1, 2019

OWNER: ☒

ARCHITECT: ☒

CONSULTANT: ☐

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

OWNER *(Name and address):*

City of Lafayette
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

CONTRACT FOR: General Construction

CONTRACT DATE: April 16, 2019

FROM ARCHITECT *(Name and address):*

Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

ARCHITECT'S PROJECT NUMBER: 5795

TO CONTRACTOR *(Name and address):*

Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, IN 46268

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

Provide cost change to provide window type 'W1' in the Telegrey 1 color from the Impressive Color Line.

ATTACHMENTS *(List attached documents that support description):*

N/A

REQUESTED BY THE ARCHITECT:


(Signature)

J. Ryan Anderson, AIA
(Printed name and title)

Dave Brumagin

From: Ryan Anderson <randerson@aexllp.com>
Sent: Wednesday, May 20, 2020 5:00 PM
To: Dave Brumagin
Cc: Alex Gonzalez; Larry Livergood
Subject: RE: Aluminum window change
Attachments: 66353863-6131-4239-b137-623930393035 (45).pdf

Based on our review this change is approved.

Alex, how should the change order be executed? Are we to use the contractor's document attached or another document?

Ryan

From: Dave Brumagin <daveb@mattcongc.com>
Sent: Wednesday, May 20, 2020 11:02 AM
To: Ryan Anderson <randerson@aexllp.com>
Subject: Aluminum window change

Ryan,

See attached PCO for the the aluminum window color change.

Links within the pdf will take you to our back up.

Please let us know if this is acceptable/approved or if you need anything else.

Thanks,

David Brumagin
Mattcon General Contractors, Inc.
Office: 317 872-4700
Cell: 317-605-3223
Email: daveb@mattcongc.com
5460 W 84th St, Indianapolis, IN 46268

J. Ryan Anderson, AIA
Project Architect
Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535
P: 217.877.4620
www.aexllp.com

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.

New Castle
Glass & Mirror Trim & 22610
1897 S. 14th St. NEW CASTLE, IN 47362
765-528-2113 OR 317-710-4434

Attn: Tobin McClintic
Subject: 5795 Columbian Penguin Exhibit
Alum Window Color

Tobin, it will be an additional \$300.00 for telegrey

Lead time is 6-8 weeks

Cory Cook

Owner/Member

07/02/2019



PCO #003

Project: 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

Prime Contract Potential Change Order #003: Work changes proposal request 2

TO:	City of Lafayette; Lafayette Parks and Recreation 1915 Scott St Lafayette, Indiana 47904	FROM:	Mattcon General Contractors, Inc. 5460 West 84th Street Indianapolis, Indiana 46268
PCO NUMBER/REVISION:	003 / 0	CONTRACT:	1 - PENGUIN EXHIBIT, COLUM PRK ZOO Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	David Brumagin (Mattcon General Contractors, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	9/16/2019
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Zoo change orders #1
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	(\$473.80)

POTENTIAL CHANGE ORDER TITLE: Work changes proposal request 2

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #013 - Exhibit Louvers Arch Changes request
Changes per Proposal request number 2 attached

ATTACHMENTS:

[Architect approval.pdf](#) [Actuator Credit.pdf](#) [Gaylor detailed breakdown.pdf](#) [_CREDIT Gaylor.pdf](#) [_Work Changes Proposal Request 2.pdf](#)

#	Cost Code	Description	Type	Amount
1	26-1000 - GAYLOR SC	Credit for Actuator labor, raceway, and conductor materials	Subcontract	(\$248.80)
2	05-1000 - JL WALTER SC	Changes in Pipe framing	Subcontract	\$0.00
3	50-1000 - MGC MARK UP	Credit for actuators	Material	(\$225.00)
Subtotal:				(\$473.80)
Grand Total:				(\$473.80)

Larry Livergood (Architectural Expressions, LLP)
113 Illini Dr
Forsyth, Illinois 62535

City of Lafayette; Lafayette Parks and Recreation
1915 Scott St
Lafayette, Indiana 47904

Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, Indiana 46268

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



AIA® Document G709™ – 2001

Work Changes Proposal Request

PROJECT *(Name and address):*

Penguin Exhibit
Columbian Park Zoo
1915 Scott Street
Lafayette, IN 47904

PROPOSAL REQUEST NUMBER: 002

DATE OF ISSUANCE: July 19, 2019

OWNER: ☒

ARCHITECT: ☒

CONSULTANT: ☐

CONTRACTOR: ☒

FIELD: ☐

OTHER: ☐

OWNER *(Name and address):*

City of Lafayette
Lafayette Parks and Recreation
1915 Scott Street
Lafayette, IN 47904

CONTRACT FOR: General Construction

CONTRACT DATE: April 16, 2019

FROM ARCHITECT *(Name and address):*

Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535

ARCHITECT'S PROJECT NUMBER: 5795

TO CONTRACTOR *(Name and address):*

Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, IN 46268

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Five (5) days, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION *(Insert a written description of the Work):*

Provide backdraft dampers called out on Exhibit drawings: Greenheck WD-300.


Provide material and labor credit to omit actuators called out on Ventilation drawings and wiring and connections to actuators.

Provide material and labor credit to reduce the size of the misting fan frames as shown in the attached drawing, RFP 002.1

ATTACHMENTS *(List attached documents that support description):*

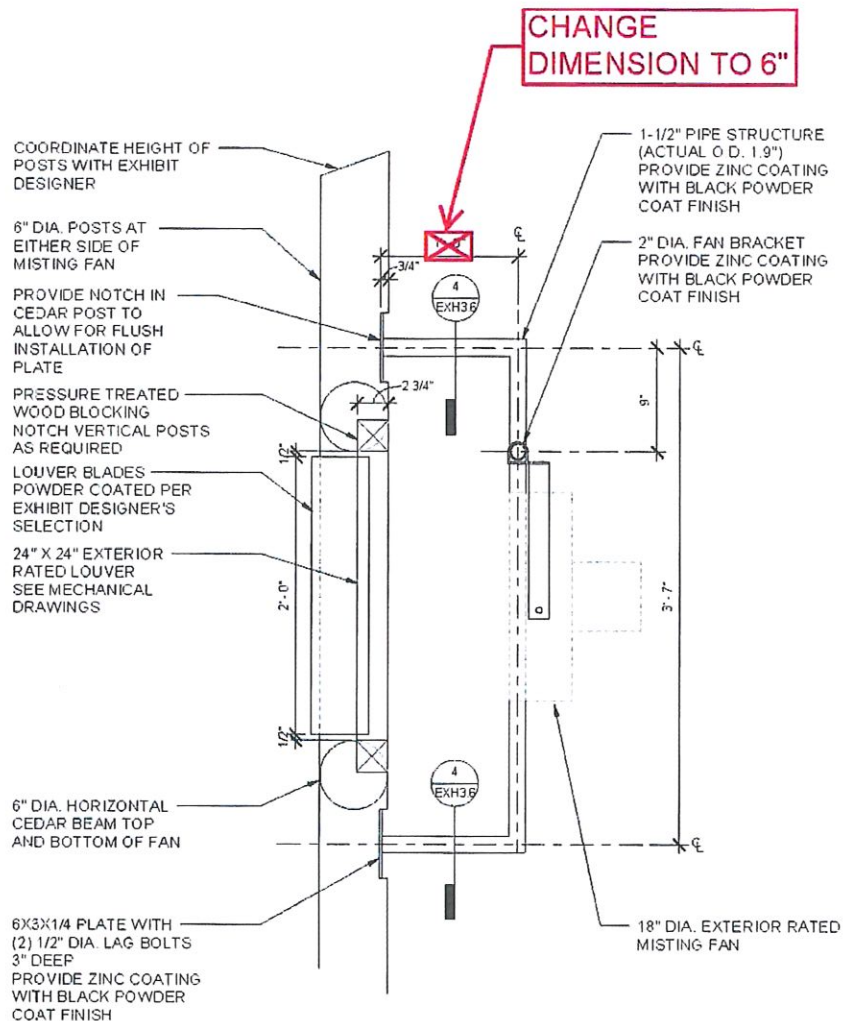
Drawing RFP 002.1

REQUESTED BY THE ARCHITECT:


(Signature)

J. Ryan Anderson, AIA

(Printed name and title)



MISTING FAN SECTION **5**
SCALE: 1 1/2" = 1'-0"

REFERENCE SHEET EXH3.6

PENGUIN EXHIBIT
COLUMBIAN PARK ZOO

PROJECT NO.: 5795
DATE: 7/19/15

DRAWING: RFP002.1

Dave Brumagin

From: Ryan Anderson <randerson@aexllp.com>
Sent: Friday, May 29, 2020 1:00 PM
To: Dave Brumagin
Cc: 'dag (dag@kettelhut.com)'
Subject: RE: Actuator credit
Attachments: 66353863-6131-4239-b137-623930393035 (50).pdf

We approve this credit.

Ryan

From: Dave Brumagin <daveb@mattcongc.com>
Sent: Thursday, May 28, 2020 9:29 AM
To: Ryan Anderson <randerson@aexllp.com>
Cc: 'dag (dag@kettelhut.com)' <dag@kettelhut.com>
Subject: RE: Actuator credit

Ryan,

Can you please weigh in on if the credit offered per the attached is acceptable. This is the last piece of the approvals I need to submit a change order for the project that encompasses everything we have had to date.

Thanks,

David Brumagin
Mattcon General Contractors, Inc.
Office: 317 872-4700
Cell: 317-605-3223
Email: daveb@mattcongc.com
5460 W 84th St, Indianapolis, IN 46268

From: Dave Brumagin
Sent: Tuesday, May 26, 2020 8:32 PM
To: Ryan Anderson <randerson@aexllp.com>
Subject: Actuator credit

Ryan,

My vendor finally got back to me regarding the credit for the actuators. Please see attached, I now have it included. Please let me know if this is approved. I need an approval email from you AEX to put this change order into the zoo board for approval.

Thanks,

Dave

J. Ryan Anderson, AIA
Project Architect

Architectural Expressions, LLP
113 Illini Drive
Forsyth, IL 62535
P: 217.877.4620
www.aexllp.com

This message contains confidential information and is intended only for the individual(s) addressed in the message. If you are not the named addressee, you should not disseminate, distribute, or copy this e-mail. If you are not the intended recipient, you are notified that disclosing, distributing, or copying this e-mail is strictly prohibited.



Proposed Change Order

Lafayette, IN

703 Widewater Dr.
Lafayette, Indiana 47904

Contract Name: ColumbianParkZoo Penguins

Contract #: 19011/261000

Project Name: Columbian Park Zoo

Project #: 0030662

Client PCO #: 003

Client Address:

Work Description

Deduct price to remove the material and labor to install the circuit for the actuator dampers at the misting fans.

Summary

Selling Price

-248.80

Contractor Certification

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided

Client Acceptance

PCO #: 003

Final Amount: -\$ 248.80

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work



Proposed Change Order

Lafayette, IN

703 Widewater Dr.
Lafayette, Indiana 47904

Contract Name: ColumbianParkZoo Penguins

Contract #: 19011/261000

Project Name: Columbian Park Zoo

Project #: 0030662

Client PCO #: 003

Client Address:

Work Description

Deduct price to remove the material and labor to install the circuit for the actuator dampers at the misting fans.

Itemized Description

Description	Qty	Net Price U	Total Mat. \$	Labor U	Total Hours
-------------	-----	-------------	---------------	---------	-------------

Summary

Extension Materials				%	Total	
Database Material					-30.69	
Total Extension Material Cost					-30.69	
Material Tax			7.00		-2.15	
Material Overhead			15.00		-4.93	
Material Markup			5.00		-1.89	
Total Extension Material						-39.65
Labor	Hours	Rate	Sub Total	%	Total	
Field Labor						
Journeyman	-3.000	85.00	-255.00		-255.00	
Total Field Labor					-255.00	
Total Labor Cost					-255.00	
Labor Overhead				15.000	-38.25	
Labor Markup				5.000	-14.66	
Total Labor						-307.91
General Expenses	Qty	Duration	Cost/Unit	Tax %	OH %	MU %
Project Engineer	1.00		85.00		15.000	5.000
Total General Expenses						
Equipment	Qty	Duration	Cost/Unit	Tax %	OH %	MU %
Small Tools (Per Hour)	-3.000		1.00	7.000	15.000	5.000
Total Equipment						
Sub Total 1						
Sub Total 2						
Selling Price						
Tax						
Total						

Proposed Change Order

Lafayette, IN

703 Widewater Dr.

Lafayette, Indiana 47904

Client Address:

Contract Name: ColumbianParkZoo Penguins**Contract #:** 19011/261000**Project Name:** 0030662**Project #:** Columbian Park Zoo**Client PCO #:** 003

Contractor Certification

Name: _____**Date:** _____**Signature:** _____

I hereby certify that this quotation is complete and accurate based on the information provided

Client Acceptance

PCO #: 003**Final Amount:** -\$ 248.80**Name:** _____**Date:** _____**Signature:** _____**Change Order #:** _____

I hereby accept this quotation and authorize the contractor to complete the above described work

Work Description



Quotation

Indianapolis Office

3048 N. Ridgeview Dr.
Indianapolis, Indiana, 46226

Ph: +1 (317) 545-4221

E-mail: athompson@colbyequipment.com

Project: Penguin Exhibit - Actuators

Number: I 2001395

To:	Mattcon General Contractors	Date:	May 26, 2020
Attention:	David Brumagin	From:	Andrea Thompson
Addenda:		Terms:	Standard Terms Apply Freight Allowed
Drawings as of:			Standard Factory Lead Times

We are pleased to offer this quote based on the following terms and conditions:

<u>Qty</u>	<u>Description</u>
------------	--------------------

3	Deduct for 24V Two Position Actuator for WD-300 Dampers
---	---

Total: \$225.00

Due to price volatility in the metals market, quote is valid for 15 days. Orders released beyond 15 days may be subject to manufacturer's announced price increases.

Respectfully,

Andrea Thompson



Quotation

Indianapolis Office

3048 N. Ridgeview Dr.
Indianapolis, Indiana, 46226

Ph:+1 (317) 545-4221

E-mail: athompson@colbyequipment.com

COLBY EQUIPMENT COMPANY, INC. QUOTATION - TERMS AND CONDITIONS

1. **OFFER, ACCEPTANCE, MODIFICATION.** Purchaser shall be deemed to have accepted these terms and conditions if: (i) Purchaser executes the signature block below, (ii) Purchaser evidences its acceptance of these terms and conditions in any manner reasonable under the circumstances, or (iii) Purchaser directs Seller to ship the goods requested on the Quotation after Purchaser's receipt of the Quotation. Any acceptance is limited to these terms and conditions only. This Quotation is conditioned upon the terms stated herein and Seller hereby rejects any terms that Purchaser may seek to impose in its written documentation or any other communication, except to the extent that such terms and conditions have been expressly agreed in writing by Seller. Any modification to this Quotation must be made in a writing signed by both parties.
2. **PRICING; TAXES.** The Quotation is valid for a maximum of fifteen (15) days and is based upon Seller's immediate submission and release of the requested goods to manufacture and subsequent shipment upon completion of manufacturing, unless otherwise indicated in writing. Releases for shipment at a date beyond the time referenced in the previous sentence are subject to the Seller's prices in effect at the time of release to manufacture. If transportation charges from point of origin of the shipment to a designated point are included in the prices herein named or heretofore quote, then: (a) any changes in such transportation charges shall be for the account of Purchaser; and, (b) except as otherwise stated in the Quotation, Seller shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable tariff freight rate from shipping point to the designated point. Any taxes that Seller may be required to pay or collect, under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the material or goods covered by the Quotation, including taxes upon or measured by the recipients from the sale thereof, shall be for the account of the Purchaser, who shall promptly pay the amount thereof to the Seller upon demand.
3. **TITLE.** Title to the goods shall remain with Seller until payment in full is received from Purchaser.
4. **SHIPPING AND DELIVERY TIME.** Delivery of the goods is subject to Manufacturer's standard lead time, unless otherwise stated in writing. Lead times are estimated based on current and projected manufacturing capacity at the time of quoting and may change without notice. All shipping dates and transit times are good faith estimates and neither Manufacturer, Seller nor Shipper shall be liable for any damages related to failure to ship or deliver a product by a certain date or time. When available, the Quotation may include expedited manufacturing or shipping options at an additional, premium expense. Liability of the Seller, Manufacturer and Shipper is limited to the additional, premium paid for expediting the order. All shipments will be accompanied by a packing slip, which describes the goods, states the Quotation number, and shows the shipment's destination.
5. **RISK OF LOSS.** All goods shall be sold and delivered F.O.B shipping point. Purchaser shall bear responsibility and the risk of any loss or damage to the goods once such goods have been loaded for shipping.
6. **CREDIT AND PAYMENT.** In its sole discretion, Seller may furnish credit to Purchaser. If Seller elects to extend credit, Seller will tender to Purchaser an invoice for the respective goods. Purchaser shall pay the total amount of such invoice to Seller within thirty (30) days of the date of the invoice. Purchaser shall remit such payments at the address identified on the Invoice. For Purchaser who have not been extended credit, payment is due to Seller at the time of order unless otherwise agreed in writing. Payments made by credit card are due at the time of order. If Purchaser utilizes a credit card to pay down an open account balance, a 3% processing fee will be applied to the transaction. If Purchaser fails to pay the invoiced amounts within such respective time frames, then all delinquent amounts shall accrue interest at the rate of 2% per month (24% per annum). Purchaser may not offset or deduct any amounts from the sum stated on the Invoice, unless such offset or deduction is expressly accepted by Seller in writing. Any sums offset or deducted by Purchaser without Seller's acceptance as stated herein shall be considered overdue and are subject to the above interest charges.
7. **RETURNS.** Subject to paragraph 10, goods ordered directly from the Manufacturer are made to order and are not returnable. Goods purchased from Seller's warehouse stock may be returnable if Seller deems in its sole discretion that such goods are in re-sellable condition. Any returns are subject to Purchaser's payment of a restocking fee.
8. **DRAWINGS AND DESIGNS.** Purchaser shall submit to Seller any applicable specifications to which the goods are to conform. Seller shall then prepare drawings and designs based upon those specifications ("Submittals"). The goods furnished hereunder will conform to the Submittals, which have been prepared by Seller based on the specifications provided by Purchaser. Notwithstanding any marking placed upon the Submittals by Purchaser, Purchaser's failure to provide Seller with written objection to the physical or functional configuration of the Submittals prior to either the commencement of manufacturing of the goods or ordering of materials for manufacturing of the goods, whichever occurs earlier, shall be deemed as Purchaser's approval of the Submittals. Manufacture of the goods in accordance with the Submittals shall constitute complete and adequate fulfillment of Seller's obligations hereunder. Seller is not responsible for dimensional or other errors on Purchaser's drawings, and Purchaser shall reimburse Seller for any additional costs resulting from such errors.
9. **WARRANTIES OF SELLER; LIMITATION OF DAMAGES; MANUFACTURER WARRANTIES.** Except for the warranty that the goods are provided in accordance with the Submittals, SELLER MAKES NO WARRANTY EXPRESS OR IMPLIED, AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEEDS THE FOREGOING WARRANTY IS HEREBY DISCLAIMED BY SELLER. Seller's maximum liability shall not in any case exceed the amount Purchaser paid for the respective goods claimed to be either defective or unsuitable. All manufacturer warranties shall be assigned to Purchaser.
10. **PERMISSIBLE VARIATIONS; INSPECTION OF GOODS; PURCHASER REMEDY.** All goods, including those produced to meet an exact specification, shall be subject to tolerances and variations consistent with usages of trade and regular mill practices concerning: dimension, weight, straightness, section, composition and mechanical properties; normal variations in surface, internal conditions and quality; deviations from tolerances and variations consistent with practical testing and inspection methods, and regular mill practices concerning over and under shipments. Purchaser may inspect, or provide inspection, at the place of the goods' manufacture at the Purchaser's expense. Such inspection shall be conducted so as not to interfere unreasonably with manufacturer's operations, and consequent approval or rejection shall be made before shipment of the goods. If the goods do not conform to the approved Submittals, Purchaser shall immediately notify the Seller in writing of such purported condition and afford the Seller and manufacturer, and their subcontractors and materialmen, a reasonable opportunity to cure any purported defect, including access to the location of the allegedly defective goods for evaluation and, if needed, on-site repair and/or modification. If Purchaser fails to notify Seller within five (5) business days of receipt of the goods of Purchaser's complaint, then Purchaser shall be deemed to have accepted the goods as adequate and satisfactory. No goods shall be returned without the Seller's consent. Purchaser's sole remedy for any goods deemed to be non-conforming by both Purchaser and Seller shall be to secure replacement thereof. In such event, Seller shall replace such non-conforming goods at the original point of delivery.
11. **EXCUSABLE DELAYS.** Seller shall be excused for any delay in performance due to acts of God, war, riot, embargoes, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, mill conditions, strikes, differences with workmen, delays in transportation, shortage of vehicles, fuel, labor or materials, or any circumstance or cause beyond the control of Seller.
12. **INDEMNIFICATION, INSURANCE, AND WAIVER AND RELEASE.** Purchaser shall indemnify, hold harmless, and defend Seller, its affiliates, trustees, administrators, beneficiaries, shareholders, partners, members, managers, owners, agents, employees, officers, directors, insurers, successors and assigns (collectively hereinafter referred to as "Indemnitees") from and against all claims, damages, costs, causes of action liabilities, losses, and expenses, of whatever kind or nature, at law or in equity, whether related to property damage, personal injury, or both, including, but not limited to, attorney's fees, that arise out of or result from: (i) the performance of this Quotation by Purchaser, its employees, licensees, agents, or subcontractors, (ii) the utilization of the goods provided hereunder by Purchaser, its employees, licensees, agents, or subcontractors, or (iii) any alleged intellectual property infringement related to the goods due to any designs or specifications provided by Purchaser to Seller. The foregoing indemnity on the part of Purchaser applies regardless of whether any indemnified party caused or contributed the aforementioned loss. At Seller's request, Purchaser shall defend such claims at Purchaser's expense by counsel satisfactory to Seller. Purchaser shall at all times maintain, at Purchaser's expense, insurance policies which contain coverage terms and liability limits which are, in Seller's sole discretion, sufficient to insure Purchaser's obligations contained herein. Seller shall provide to Purchaser, as a condition precedent to Seller's obligation to proceed pursuant to the Quotation and/or these terms and conditions, copies of all applicable insurance policies, declarations pages and certificates.
13. **MISCELLANEOUS.**
 - a. This Quotation, together with any attachments, exhibits, specifications, or supplements specifically referenced herein, constitutes the entire agreement between Seller and Purchaser with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.
 - b. Purchaser may not assign its rights hereunder without the prior written consent of Seller
 - c. Seller's failure of either party at any time to require performance by the Purchaser of any provision of this Quotation shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of Seller of a breach of any provision of this Quotation constitute a waiver of any succeeding breach of the same or any other provision.
 - d. Seller and Purchaser are independent contracting parties and nothing in this Quotation shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.
 - e. If any term of this Quotation is invalid or unenforceable under any statute, regulation, ordinance, executive Quotation, or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, Quotation or rule, and the remaining provisions of this Quotation shall remain in full force and effect.
 - f. The rights and remedies reserved to Seller in this Quotation shall be cumulative and additional to all other remedies available to Seller in law or equity.
 - g. Purchaser shall be liable to Seller for reasonable attorney's fees incurred by Seller in connection with the collection, or attempt to collect, any damages arising from any act or omission of Purchaser, or any of its agents, or from Purchaser's failure to perform or fulfill any obligations or responsibilities provided under this Quotation.
 - h. This Quotation is governed by the laws of the State of Indiana. Any legal proceeding brought to enforce this Quotation shall be brought in the courts of Marion County, Indiana.
 - i. Purchaser hereby waives any claim against Seller, its agents and affiliates, for consequential, indirect, and special damages of any kind, including, but not limited to, loss of anticipated income and lost profits.
 - j. If Seller extends credit to Purchaser and Seller, in its sole discretion, later determines that Purchaser may not be able to satisfy its payment obligations, the Seller may cancel or delay the manufacture or shipment of any goods requested by Purchaser until such time as Seller, in its sole discretion, becomes satisfied that Purchaser is able to discharge its payment obligations.

Accepted by (Name/Title): _____ Signature: _____ Date: _____



PCO #006

Project: 19-011 - PENGUIN EXHIBIT, COLUM PRK ZOO
1915 SCOTT ST
LAFAYETTE, Indiana 47904

Prime Contract Potential Change Order #006: CE #031 - Winter Conditions

TO:	City of Lafayette; Lafayette Parks and Recreation 1915 Scott St Lafayette, Indiana 47904	FROM:	Mattcon General Contractors, Inc. 5460 West 84th Street Indianapolis, Indiana 46268
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	1 - PENGUIN EXHIBIT, COLUM PRK ZOO Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	David Brumagin (Mattcon General Contractors, Inc.)
STATUS:	Pending - In Review	CREATED DATE:	5/26/2020
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Zoo change orders #1
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$12,000.00

POTENTIAL CHANGE ORDER TITLE: CE #031 - Winter Conditions

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #031 - Winter Conditions

Per conversation between Alex, Claudine, and Mattcon an agreed upon extra of \$12,000 for winter conditions was agreed upon. This PCO encompasses all everything associated with extra winter conditions costs.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	01-5160 - TEMPORARY HVAC & VENTILATION	Winter Conditions	Material	\$12,000.00
Subtotal:				\$12,000.00
Grand Total:				\$12,000.00

Larry Livergood (Architectural Expressions, LLP)
113 Illini Dr
Forsyth, Illinois 62535

City of Lafayette; Lafayette Parks and Recreation
1915 Scott St
Lafayette, Indiana 47904

Mattcon General Contractors, Inc.
5460 West 84th Street
Indianapolis, Indiana 46268

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE